

Joseph W. Cotchett (36324)
jcotchett@cpmlegal.com
Steven N. Williams (175489)
swilliams@cpmlegal.com
Adam J. Zapala (245748)
azapala@cpmlegal.com
Elizabeth Tran (280502)
etran@cpmlegal.com

COTCHETT, PITRE & McCARTHY, LLP

San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile: (650) 697-0577

Michael P. Lehmann (77152)
mlehmann@hausfeldllp.com
Christopher Lebsock (184546)
clebsock@hausfeldllp.com

HAUSFELD LLP

44 Montgomery Street
San Francisco, CA 94111
Telephone: (415) 633-1908
Facsimile: (415) 358-4980

Michael D. Hausfeld
mhausfeld@hausfeldllp.com
Seth R. Gassman
sgassman@hausfeldllp.com

HAUSFELD LLP

1700 K Street, Suite 650
Washington, D.C. 20006
Telephone: (202) 540-7200
Facsimile: (202) 540-7201

Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**IN RE TRANSPACIFIC PASSENGER
AIR TRANSPORTATION ANTITRUST
LITIGATION**

Civil Action No. 3:07-CV-05634-CRB

MDL No: 1913

**STIPULATION AND ORDER
REGARDING ENTRY OF FINAL
JUDGMENTS OF DISMISSAL WITH
RESPECT TO THE SETTLING
DEFENDANTS**

This Document Relates To:

All Actions

1 WHEREAS, class plaintiffs, by and through their counsel at Cotchett, Pitre & McCarthy, LLP
 2 and Hausfeld LLP, and Japan Airlines Company, Ltd. (“JAL”), Société Air France (“Air France”),
 3 Vietnam Airlines Company Limited (“Vietnam Airlines”), Thai Airways International Public Co.,
 4 Ltd. (“Thai Airways”), Malaysian Airline System Berhad (“Malaysian Airlines”), Qantas Airways
 5 Limited (“Qantas”), Cathay Pacific Airways Limited (“Cathay Pacific”), and Singapore Airlines
 6 Limited (“Singapore Airlines”), by and through their counsel, have entered into eight separate
 7 settlement agreements (collectively the “Settlement Agreements”);

8 WHEREAS, the Court has issued an Order Granting Motion For Final Approval And
 9 Granting Motion For Fees (*see* ECF No. 1009);

10 WHEREAS, Fed. R. Civ. Proc. 54(b) provides for entry of judgment: “[w]hen an action
 11 presents more than one claim for relief—whether as a claim, counterclaim, crossclaim, or third-
 12 party claim—or when multiple parties are involved, the court may direct entry of a final judgment
 13 as to one or more, but fewer than all, claims or parties only if the court expressly determines that
 14 there is no just reason for delay.”

15 WHEREAS, the “Effective Date” of the Settlement Agreements, as that term is defined in the
 16 Settlement Agreements requires the entry of judgment. *See* ECF Nos. 999-2 at ¶ 7 (JAL Settlement
 17 Agreement); 999-3 at ¶ 8 (Air France Settlement Agreement); 999-4 at ¶ 8 (Vietnam Airlines
 18 Settlement Agreement); 999-5 at ¶ 8 (Thai Airways Settlement Agreement); 999-6 at ¶ 8
 19 (Malaysian Airlines Settlement Agreement); 999-7 at ¶ 8 (Cathay Pacific Settlement Agreement);
 20 999-8 at ¶ 8 (Qantas Airways Settlement Agreement); 999-9 at ¶ 8 (Singapore Airlines Settlement
 21 Agreement);

22 WHEREAS, the parties hereto desire to have any further motion practice and/or appeals
 23 related to some or all of the Settlement Agreements resolved in a timely fashion prior to the
 24 resolution of the entire action against all of the non-settling defendants; and

25 WHEREAS, any appeals may be taken against some judgments, but not others, such that
 26 separate judgments are warranted.

27 NOW THEREFORE, it is hereby stipulated and agreed by the parties hereto, by and through
 28 their counsel of record, that judgments in the form attached here to as Exhibits 1-8 should be

entered by the Court, provided that the Court is inclined to do so pursuant to the discretion afforded to it pursuant to Fed. R. Civ. Proc. 54(b).

SO STIPULATED.

DATED: June 4, 2015

HAUSFELD, LLP

By: /s/ Christopher L. Lebsock
Christopher L. Lebsock

Counsel for Plaintiffs

DATED: June 4, 2015

COTCHETT, PITRE & McCARTHY, LLP

By: /s/ Steven N. Williams
Steven N. Williams

Counsel for Plaintiffs

DATED: June 4, 2015

STEPTOE & JOHNSON LLP

By: /s/ William Karas
William Karas

Counsel for Japan Airlines Company, Ltd.

DATED: June 4, 2015

LINKLATERS LLP

By: /s/ James R. Warnot, Jr.
James R. Warnot, Jr.

Counsel for Societe Air France

DATED: June 4, 2015

DLA PIPER LLP

By: /s/ David H. Bamberger
David H. Bamberger

Counsel for Defendant Cathay Pacific Airways Limited

1 DATED: June 4, 2015

BAKER & MILLER PLLC

2
3
4 By: /s/ W. Todd Miller
W. Todd Miller

5 *Counsel for Defendant Qantas Airways Limited*

6 DATED: June 4, 2015

PAUL HASTINGS LLP

7
8 By: /s/ Shahzeb Lari
Shahzeb Lari

9
10 *Counsel for Malaysian Airlines System Berhad*

11 DATED: June 4, 2015

CRAVATH, SWAINE & MOORE, LLP

12
13 By: /s/ Rowan D. Wilson
Rowan D. Wilson

14
15 *Counsel for Defendant Thai Airways International
Public Co., Ltd.*

16 DATED: June 4, 2015

HOGAN LOVELLS LLP

17
18 By: /s/ Robert B. Hawk
Robert B. Hawk

19
20 *Counsel for Defendant Vietnam Airlines Company
Limited*

21
22 DATED: June 4, 2015

LATHAM & WATKINS LLP

23
24
25 By: /s/ William R. Sherman
William R. Sherman

26
27 *Counsel for Defendant Singapore Airlines Limited*

1 On good cause shown and finding no just reason for delay, the Court hereby directs the Clerk
2 to enter the judgments attached hereto as Exhibits 1-8, which shall constitute a final adjudication of
3 this case on the merits as to the parties to the Settlement Agreements.

4 **IT IS SO ORDERED.**

5 Dated: June 11, 2015



6 HON. CHARLES R. BREYER
7 United States District Court Judge